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expert witness, with reference to testator's conduct and conversation being irrational on certain occasions, was admissible.

SALES.

Sale—Action on Contract.—*Harber Bros. Co. v. Moffat Cycle Co.*, 37 N. E. Rep. 676 (Ill.). A vendor sold and delivered goods to his vendee and they were accepted by him although less were received, and at different times, than the contract called for, which was well known by the vendee. Having failed without cause to pay for the goods in accordance with the agreement, it was held that he could not maintain an action on the contract for the vendor's breach of it.

Rescission of Sale—Misrepresentations to Commercial Agency.—*Lowdon v. Fisk*, 27 S. W. Rep. 180 (Tex. App.). A vendor may rescind a sale, although he has relied on an investigation of a commercial agency as to the vendee's reputed financial standing, as well as on the vendee's false statement to such agency.

Contract—Rescission by Vendor—Recovery of Purchase Money.—*Patterson v. Murphy*, 60 N. W. Rep. 1 (Neb.). Under a written contract for the purchase of land by regular installments, it being provided in the contract that no recovery shall be had for money paid, in the event of rescission for non-performance; upon failure to make payment at the times stated and upon rescission by the vendor, the vendee cannot maintain an action for the recovery of such payments on the ground that by reason of the rescission of the contract, it must be treated as never having existed and consequently the forfeiture clause could not operate against the vendee, because on that view of the case the payments must be considered as purely voluntary and not recoverable. Nor can an action be based upon the contract, disregarding the forfeiture clause.

Death by Wrongful Act—Sale of Horse with Glanders.—*State to Use of Hartlove et al. v. Fox*, 29 Atl. Rep. 601 (Md.). Where the vendor of a horse fraudulently conceals the fact that it is afflicted with glanders, he is liable for the death of a person employed to care for the horse, on the ground, that, although the deceased was not a contracting party, the vendor who sells to an innocent vendee, property which he knows to be imminently dangerous to human life, may, under proper allegation and proof, be held responsible not only to the vendee, but to such persons as the vendee may naturally call upon to take charge of the property for him.